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which are the natural and proximate result of the issuance of the writ.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 586-598; Dec. Dig. § 252.* 7 Va.-W. Va. Enc. Dig. 627; 15 Va.-W. Va. Enc. Dig. 501.]

3. Injunction (§ 252*)—Actions on Bond—Damages—Excessive Damages.—Evidence in an action on an injunction bond given in a suit to enjoin plaintiff herein from erecting a public bathhouse on certain premises held to show that an award of \$850 damages was not excessive.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 586-598; Dec. Dig. § 252.* 7 Va.-W. Va. Enc. Dig. 627; 15 Va.-W. Va. Enc. Dig. 501.]

Error to Circuit Court of City of Norfolk.

Action by the Commonwealth, on the relation of Yarrell, against the Virginia Beach Development Company and others. Judgment for complainant, and defendants bring error. Affirmed.

Loyall, Taylor & White, of Norfolk, for plaintiffs in error.
J. Edward Cole, of Norfolk, for defendant in error.

CULPEPER NAT. BANK et al. v. WRENN et al.

June 12, 1913.

[78 S. E. 620.]

1. Deeds (§ 93*)—Construction—Intention of Parties.—Effect must be given to the intention of the parties to a deed, if reasonably clear and free from doubt.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 231, 232; Dec. Dig. § 93.* 4 Va.-W. Va. Enc. Dig. 419; 14 Va.-W. Va. Enc. Dig. 320; 15 Va.-W. Va. Enc. Dig. 268.]

2. Deeds (§ 93*)—Construction—Intention of Parties.—In determining the purpose of the parties to a deed, all parts must be construed together.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 231, 232; Dec. Dig. § 93.* 4 Va.-W. Va. Enc. Dig. 421; 14 Va.-W. Va. Enc. Dig. 321; 15 Va.-W. Va. Enc. Dig. 270.]

3. Deeds (§ 124*)—Construction—Estates Conveyed—Fee Simple.—A deed of partition conveyed the land in trust "for the sole, separate, and exclusive use of" grantor "during her lifetime and at her death in trust for her children," and the concluding paragraph provided that, if at any time grantor conveyed any part of the land by deed, the trustee should thereafter hold the same in trust for such person as may be appointed and directed by such deed of the grantor.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

Held, that grantor intended to reserve to herself the full power to dispose of the land at any time, and hence the deed vested a fee simple in her.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 345-355, 416-428, 434, 435, 439, 452; Dec. Dig. § 124.* 4 Va.-W. Va. Enc. Dig. 439; 14 Va.-W. Va. Enc. Dig. 324; 15 Va.-W. Va. Enc. Dig. 273.]

4. Deeds (§ 97*)—Construction—Habendum Clause.—The rule, that the habendum clause of a deed yields to the granting clause when repugnant, does not apply where the intention of the parties can be ascertained with reasonable certainty from the whole instrument.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 267-273, 434-447; Dec. Dig. § 97.* 4 Va.-W. Va. Enc. Dig. 423.]

5. Deeds (§ 28*)—Construction—Habendum Clause.—The purpose of a habendum clause is to define the estate taken by the grantee.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. § 53; Dec. Dig. § 28.* 4 Va.-W. Va. Enc. Dig. 419; 14 Va.-W. Va. Enc. Dig. 320; 15 Va.-W. Va. Enc. Dig. 268.]

6. Deeds (§ 97*)—Construction—Habendum Clause.—If the whole deed shows that it was intended by the habendum clause to restrict or enlarge the estate conveyed by the granting clause, the habendum clause will control.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 267-273, 434-447; Dec. Dig. § 97.* 4 Va.-W. Va. Enc. Dig. 423.]

Appeal from Circuit Court, Culpeper County.

Suit by the Culpeper National Bank and others against Sarah E. Wrenn and others. From a decree in part for complainants, they appeal. Reversed.

Hidden & Thurlow, Gibson & Nottingham, and Waite & Perry, all of Culpeper, for appellants.

Grimsley & Miller, of Culpeper, for appellees.

LOONEY v. COMMONWEALTH.

June 16, 1913.

[78 S. E. 625.]

1. Criminal Law (§§ 121, 1150*)—Change of Venue—Discretion of Trial Court.—A motion under Code 1904, § 4036, for a change of venue on the ground of prejudice against accused is addressed to the discretion of the trial court, and its ruling will not be disturbed unless it plainly appears that the discretion has been improperly exercised.

[Ed. Note.—For other cases, see Criminal Law, Cent. Dig. §§ 241, 3044; Dec. Dig. §§ 121, 1150.* 2 Va.-W. Va. Enc. Dig. 787; 14 Va.-W. Va. Enc. Dig. 208; 15 Va.-W. Va. Enc. Dig. 173.]

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.